

# Contracting for Court Services

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## Contracting for Court Services

### Executive Summary

The purpose of this review was to determine whether the potential savings and benefits from merging the Seattle Municipal Court and the Seattle Division of the King County District Court are sufficient to encourage the City to begin negotiating with King County toward this end.

### Major Findings

Contracting with the Seattle Division of the King County District Court for the workload of the Seattle Municipal Court deserves careful consideration. State law permits the City to contract with the District Court for court services, and both courts handle similar cases (non-felony crimes and traffic and other non-criminal infractions) within the same geographical boundaries (Seattle City limits). Both courts provide a number of duplicative services, such as court payment and collection efforts, jury management, interpreter functions, and probation departments. Significant cost savings may be possible from a merger of the Municipal Court workload into that of the Seattle Division of the District Court but will depend on the fees that result from the contract negotiations. Based on fees which the District Court has established for other cities for which it provides court services, annual savings of up to \$900,000 would appear to be possible. The District Court, however, has based these fees on marginal costs and has not included judges' salaries, some administrative and management costs and the cost of space. Although the District Court has been willing to overlook these costs in the case of cities whose caseload is small relative to that of the District Court division for that city, it may not be willing to overlook these costs -- at least in the long-term -- in the case of the Seattle Municipal Court, whose workload is much greater than that of the Seattle Division of the District Court.

In addition to the fees negotiated, the City will also need to consider the costs of the transition, including the likelihood and costs of merging the information systems of the two courts. Finally the City should consider the policy implications and other possible side-effects of contracting out court service. Examples of negative side effects include loss of oversight and control over court expenditures; loss of ability to emphasize prosecution of certain crimes; and the potential increase in police overtime because of less flexible court scheduling or more frequent appearance delays. Examples of positive side effects include enhanced efficiency and less public confusion from merging duplicative functions and using common space.

### Recommendations

We recommend that the City create with King County a task force to discuss the terms of a contractual relationship under which the King County District Court would assume responsibility for the workload of the Seattle Municipal Court and to determine the full one-time and annual costs associated with entering into that relationship. We further recommend that the City fully consider the potential policy implications and possible side-effects in addition to any potential cost savings or cost increases in deciding whether to contract with King County District Court for court services. Also, the City should explore with King County the possibility of jointly developing a new justice center to meet the growing needs of the Superior Court, District Court and Municipal Court.

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## **Purpose**

The City presently operates its own independent Municipal Court, the Seattle Municipal Court (Municipal Court). State law provides the city the option of contracting with the Seattle Division of the King County District Court (Seattle Division) to provide court services. Since the Municipal Court is almost 10 times larger than the Seattle Division, any consolidation of the Municipal Court and the Seattle Division would involve merging the Seattle Division into the Municipal Court to create a new Seattle Division of the District Court.

Determining whether to merge the Municipal Court and the Seattle Division would require extensive analysis, the involvement of officials from various departments and negotiations between the City and King County and would require the involvement of interdepartmental as well as intergovernmental officials. The purpose of this report is to assist City policymakers in determining whether the potential magnitude of savings and benefits from merging the Municipal Court and the Seattle Division are sufficient to warrant the City initiating with King County the work needed to identify the full costs, benefits, and logistics of consolidation.

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## **BACKGROUND**

Under Washington State law, a municipality can either set up an independent municipal court or contract with the District Court for court services. As of July 1984 a change in the state law gave the City the option to terminate its municipal court if it could reach agreement with King County for “costs associated with prosecution, adjudication, and sentencing in criminal cases filed in district court as a result of the terminations.” (RCW 35.20.010). The State does not allow a city to privatize its municipal court function. In 1983, the City examined the question but concluded that it was not feasible since state law, at that time, required the City to have a municipal court.

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## Scope And Methodology

For this project, we reviewed the costs and benefits of the City operating an independent Municipal Court as opposed to contracting with the District Court for court services. We did not review the possibility of privatizing court services because Washington State law does not permit privatization<sup>1</sup>. As part of this review, we did not consider the consolidation of the prosecution function. Court consolidation would not necessarily take away the City's right to have its own prosecutor's office.

In performing this work, we reviewed a variety of published and unpublished documents and interviewed officials of organizations with an interest in the issue of court consolidation, including:

- King County District Court;
- five municipal courts (Seattle, Auburn, Lynnwood, Spokane, and Tacoma);
- Office Of The Administrator For The Courts, Washington State;
- five cities (Seattle, Bellevue, Federal Way, Kent, and Kirkland);
- Washington Association of Cities;
- League of Women Voters of Seattle;
- Municipal Research and Services Center;
- Suburban Cities Association; and
- National Center for State Courts.

We performed this work between April 1994 and February 1995. See Addendum 1 for more information on our methodology.

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## The Municipal Court And The Seattle Division Provide Similar Services

The Municipal Court and the Seattle Division are similar courts. Both are courts of limited jurisdiction which handle traffic infractions and criminal misdemeanors for which the maximum penalty is one year in jail or a \$5,000 fine. In addition, the Seattle Division handles civil cases involving amounts no greater than \$25,000 and conducts preliminary hearings for felony cases. The Municipal Court deals with violations of the Seattle Municipal Code

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<sup>1</sup> While the City can not privatize the entire Municipal Court, nor can it privatize criminal functions, it can privatize some of its other functions, such as collections. If the City does not contract with the District Court for court services, it may want to explore privatizing more of the court's functions.

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and also has jurisdiction over non-felony crimes charged under state law. The Seattle Division handles violations of state law and King County ordinances. If the Seattle City Council has adopted a State law as part of the Seattle Municipal Code, a person violating that law within the City limits could be tried in the Seattle Division (for violating the State law) and in the Municipal Court (for violating the municipal code). The Municipal Court and the Seattle Division share the same geographical boundaries, namely the city limits of Seattle. The Seattle Division is one of nine District Court divisions throughout King County.

The Seattle Municipal Court is a large-scale operation. The Municipal Court has the highest volume of court cases of any Washington State court, with almost 170,000 cases annually and an additional caseload of almost 530,000 parking tickets. The court has 10 elected judges, 6 appointed magistrates<sup>2</sup> (who provide administrative adjudication for minor traffic offenses, parking violations, and code violations), and over 200 employees. In 1993, the City spent nearly \$14.8 million to operate the Municipal Court and collected about \$15.5 million from fines and forfeitures.

In contrast, the Seattle Division is a relatively small-scale operation, handling about 32,000 cases annually and less than 200 parking tickets. It has 5 judges, a magistrate who works one day a month and 31 employees. In 1993 its expenditures were \$1.75 million and its revenues were \$1.3 million. The difference between revenue to expenditures in the Municipal Court and the Seattle Division may be attributable to their different mix of cases.

The Seattle Division currently has a much shorter waiting period for hearing traffic cases than does the Municipal Court. The Seattle Division schedules traffic hearings within about 6 weeks from a request while the Municipal Court schedules cases 3 to 9 months from a request. The Municipal Court anticipates that adding a magistrate position in 1995 will reduce its waiting period. For criminal cases, the Seattle Division will hold its in-take

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<sup>2</sup> In 1995, the Municipal Court will hire a 7th Magistrate.

<sup>3</sup> The Report of the Court of Washington 1992 by the Office of the Administrator for the Court. See Addendum 3 for formula.

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hearing within an average of 14 days, and the Municipal Court will hold its in-take hearing within an average of 16 days. Both will typically hold the formal trial within 90 days of the in-take hearing.

The caseload per judge and magistrate is slightly higher for the Municipal Court than it is for the Seattle Division. Using a formula which the Washington District Court Weighted Caseload Study<sup>3</sup> developed, the Seattle Division would need 4.8 full time judges and magistrates (compared to an actual of 5.05) and the Municipal Court would need 16.5 (compared to an actual of 16). (See Addendum 3.)

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## **Duplicative Services**

The Municipal Court and the Seattle Division duplicate a number of services, including:

- court payments and collections,
- jury management,
- interpreter functions, and
- probation.

If the City decides to maintain a fully independent Municipal Court, it may find savings by working with the Seattle Division to combine functions that are needlessly duplicative.

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## **Costs**

A realistic estimate of the costs of contracting with King County for court services can only come after extensive discussions with King County officials. King County presently bases the fees which it charges other cities on marginal costs, overlooking such costs as judges' salaries. King County may be unwilling to take on the heavy workload of the Municipal Court on a less-than-full-cost basis which could increase the City's total costs to adjudicate cases. To the extent that the fees which King County charged municipalities in 1993 for court services reflect possible future charges for the Municipal Court workload, the City may be able to save up to \$900,000 by contracting. If the City decides to contract with the Seattle Division, it may face significant one-time transition costs.

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## ***Negotiations Needed To Establish Cost of Contracting***

To develop a realistic cost estimate for contracting with the Seattle Division, the City and County will have to determine what specific costs each will pay. For its current

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contracts with other cities in King County, the District Court charges a per case fee which covers only marginal costs and does not include judges' salaries. None of these municipalities have nearly as large a workload as that of the Municipal Court. King County may not be willing to provide services on a less-than-full-cost basis.

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***1993 Fee Schedules for Other Municipalities Suggests Possibility of Significant Savings***

Using 1993 fees which the King County District Court charged other municipalities, we estimated cost savings of up to \$900,000 from contracting out the Municipal Court caseload. Table 1 compares the 1993 costs of the Municipal Court to the estimate of the costs of contracting with the District Court based on the District Court's 1993 high fees.



**Table 1: Comparison of Municipal Court's Estimated 1993 Costs for Handling Cases with Estimated costs of Contracting with the District Court**

	Municipal Court 1993 Actuals <sup>4</sup>	District Court 1993 High Estimate <sup>5</sup>
Misdemeanor Fee		\$2,754,624
Infraction Fee		\$6,804,285
Forfeiture Fee		\$776,178
Witness Fees <sup>6</sup>		\$60,059
Interpreter Fees <sup>5</sup>		\$88,231
Magistrate <sup>5</sup>		\$557,824
Jury Duty Fees <sup>5</sup>		\$159,830
Probation <sup>5, 7</sup>		\$1,743,784
Space <sup>5, 8</sup>		\$923,161
Total	\$14,799,679	\$13,867,976
Estimated Savings of Contracting with the District Court		\$931,703

This analysis provides only an indication of what the City might experience if it contracts with the Seattle Division. The actual costs may be considerably different for the City because the Municipal Court workload is so much greater than that of the other municipalities for which the District Court provides court services.

<sup>4</sup> Municipal Court total includes all categories. The Municipal Court accounting system does not provide separate costs for misdemeanors and infractions (including forfeitures).

<sup>5</sup> Based on highest District Court fees charged in 1993 to other cities and Municipal Court actuals. Further explained in following pages.

<sup>6</sup> These figures are based on the Municipal Court's actual expenditures for 1993 and are included in the total figure for the Municipal Court.

<sup>7</sup> Either the City could arrange for the County to cover the costs of probation (with King County keeping the associated revenues) or the City could cover the costs (with the City keeping the revenues).

<sup>8</sup> King County includes space costs in its fees for services it provides in buildings which the County does not own. Most cities currently contracting with the District Court are not charged for space because the District Court provides its services in space which the County owns. District Court officials, however, expect the City will have to pay for some, if not all, of these space costs, and we have, therefore, included them in our estimate.

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**Costs Highly Sensitive  
to Per-Case Fees**

The costs of contracting with the District Court will be very sensitive to the actual per-case fees which the District Court establishes for Seattle. The District Court has established per case fees for each of the cities which currently contract with the District Court. These per-case fees differ from division to division of the District Court and reflect the division's per-case costs for infractions and for misdemeanors. Table 2 provides definitions of municipal cases.

**Table 2: Definition of Municipal Cases**

**Infractions** are identified and defined under RCW 46.63.020 and include violations of traffic statutes, laws or ordinances that are not punishable by a jail sentence. Infractions are non-criminal offenses. There are three types of infractions:

- **Traffic infractions**--Cases that pertain to (1) the operation or condition of a vehicle whether it is moving, standing, or stopping, and (2) pedestrian offenses.
- **Non-Traffic infractions** -- Cases including violations of RCW 18.27.340 and 18.106.020, contracting and plumbing license violations, and offenses decriminalized under municipal code, such as dog leash violations.
- **Parking infractions** -- Cases pertaining only to violations of parking statutes and ordinances.

**Misdemeanors** are violations of traffic and criminal statutes, laws, or ordinances that are punishable by a jail sentence up to 1 year and fines up to \$5,000. This includes all traffic violations that may be classed as criminal offenses and are listed as exceptions under RCW 46.63.020. This includes:

- **DWI/Physical Control** -- Cases that cite RCW 46.61.502, driving while under influence of intoxicating liquor or drugs, or RCW 46.61.504, actual physical control of a motor vehicle while under the influence of intoxicating liquor or drugs.
- **Other Traffic Misdemeanors** -- All citations/complaints other than those under DWI/Physical Control that pertain to the operation or use of a vehicle.
- **Non-Traffic Misdemeanors** -- Criminal cases, excluding DWI/Physical Control, Other Traffic, and Felony complaints, punishable by up to one year in jail and/or a fine of up to \$5,000.

Courts handle misdemeanors with a bench trial or a jury trial. In a bench trial, the case is heard before a judge without a jury. In a jury trial, a case is heard before a judge with a jury. Most cases, however, do not proceed to trial because a defendant may plead guilty or enter into an agreement deferring prosecution or the case may be dismissed.

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As Table 3 shows, the costs and fees differ significantly from division to division. For criminal cases, the fees in 1993 ranged from \$45.59 (Southwest Division) to \$64.00 (Bellevue Division). For infractions (other than forfeitures) the fees ranged from \$14.57 (Southwest Division) to \$17.86 (Issaquah Division)<sup>9</sup>. Forfeitures are infractions in which the defendant pays within 15 days of the violation without requesting a court hearing. All divisions charge the same \$3.00 fee for forfeitures. If a city operates its own traffic violations bureau, the District Court does not charge the \$3.00 fee. Because the Seattle Division does not currently contract with any city and has therefore established no per-case fees, we developed our estimates using the highest fees which District Court divisions charged in 1993.

**Table 3: Lowest and Highest Per-Case Fees Which King County District Court Divisions Charged in 1993.**

	Lowest	Highest
Forfeitures	\$ 3.00	\$ 3.00
Infractions	\$14.57	\$17.86
Criminal	\$45.59	\$64.00

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<sup>9</sup> We did not include Aukeen District Court because it no longer has contracts to provide municipal services.

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Table 4 provides an excerpt of the District Court’s standard contract with cities which explains how the District Court establishes its per-case fees.

**Table 4: How King County District Court Establishes Per-Case Fees**

Marginal Cost Formula. The filing fees are based on the application of filings and cost data into a marginal cost formula. The marginal cost formula determines the filing from four cost categories: 1) clerical, 2) extra judicial, 3) space, and 4) general operations and maintenance costs. The city’s share of extra judicial, space and operations/maintenance costs are allocated on the percentage of municipal cases out of the total caseload. The clerical costs are allocated based on statistics collected by the District Courts, which quantify time spent processing city cases. There will be no changes to the marginal cost formula or to the method of quantifying clerical time statistics without the approval of the City.

- (1) Clerical costs are defined as the actual expenditures for any and all clerical (court clerk and clerical supervisory) positions, both permanent and temporary, full time or part time, employed at and by the District Court division in which the municipal cases are filed.
- (2) Extra judicial costs are defined as a division’s actual expenditure for traffic magistrates employed at or by the District Court division in which the municipal cases are filed. Traffic magistrates shall be used solely to hear mitigation hearings, provided that to the extent a division may choose to utilize traffic magistrates for other purposes, the actual expenditures charged to the City shall be limited to the use of the traffic magistrate for mitigation hearing purposes only.
- (3) Space costs are a division’s actual expenditures for leased space. No additional charges are included in this contract for County owned buildings.
- (4) General operation and maintenance costs are defined as only those divisional expenditures for supplies and services which are affected by municipal filings, including office, copy machine and data processing supplies, banking services, postage, utilities, equipment repair, copy machine repair, and other equipment rental such as postage meter rental, and printing.

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***Cost Increases May Occur***

While initial cost projections may suggest the potential for cost savings, the City may experience cost increases if King County increases its fees to reflect its full cost of providing the court services. Currently, in computing its fees for providing court services to cities, King County does not pass on to cities the cost of judges' salaries, some of the administrative and management costs, such as the cost of the Court Administrator, and the costs of providing space in King County buildings. Because of the size of the City's Municipal Court caseload, King County may find it necessary to pass more of these costs on to the City. In addition, King County may find the City's cases more expensive to handle than its current caseload because the City's cases use the more expensive jury trials instead of bench (judge only) trials substantially more than does the Seattle Division. For instance, in 1992, 73 percent of non-traffic misdemeanor cases in the Municipal Court received a jury trial, as opposed to only 13 percent in the Seattle Division.

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***Transition Cost will Have to be Determined***

The amount of one-time transition costs which result from contracting out court services will be a significant factor in deciding whether to proceed. A decision to contract out parts or all of the Municipal Court functions would create transition costs. The City's transition costs would, in part, depend on the negotiations between Seattle and King County. For instance, some of the factors that would influence the City's transition costs would be whether King County would hire current Municipal Court employees and whether it would handle the Municipal Court case load in the King County Court House. In addition, the City would have to undertake a thorough technical analysis of Municipal Court's Information System to determine whether maintaining a separate information system is still appropriate in a merged court. If not, additional transition costs would result from merging the two systems.

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**Policy  
Considerations**

Contracting out court services offers both advantages and disadvantages. Advantages to maintaining an independent Municipal Court include increased flexibility and more control over revenues. Contracting, however, reduces duplication of services and public confusion. Yet, contracting for court services has side effects that the City needs to recognize and consider.

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***Comparative  
Advantages***

The primary advantage to an independent court is that it allows a municipality more oversight through the budgetary process, more control of court expenditures, and potentially greater policy control. Municipal Court has jurisdiction over non-felony crimes charged under both state law and city ordinance. No other municipal court has similar concurrent jurisdiction. This allows local policy makers to enact local criminal ordinances to deal with problems of local scope and allows the City to emphasize the prosecution of certain offenses. For example, the City has agreed with King County to prosecute City firearms offenses (most of which must be charged under state law because of state preemption of firearm regulation) in the Municipal Court. This allows greater emphasis on the prosecution of misdemeanor firearm offenses than district courts might give.

The primary advantage of contracting for all services with the local district court is that it reduces duplication in administration and facilities and transfers to the district court costs which otherwise would be the responsibility of the municipality. Such costs include judicial salaries, court administrator costs, and, possibly, rent. A disadvantage to contracting is that it requires careful negotiating and monitoring. The City's experience with a joint operating agreement with the Seattle Division in 1989 highlights the need for any contracting to include mechanisms to ensure the Seattle Division is accountable to the City.

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Table 5 highlights the advantages of maintaining an independent court and of contracting with the District Court as identified in studies conducted for Bellevue, Federal Way and Kirkland.

**Table 5: Potential Advantages to the City of the Major Alternatives for Delivery of Municipal Court Services**

<b>ALTERNATIVE</b>	<b>LOCAL CONTROL</b>	<b>ADMINISTRATION</b>	<b>FINANCIAL</b>
<b>Independent Municipal Court</b>	<ul style="list-style-type: none"> <li>The City has increased flexibility and allows for greater coordination and responsiveness to local public policy initiatives and programs.</li> <li>The Mayor appoints judges to positions vacated during a term instead of King County Council.</li> <li>City Council has oversight of budget.</li> <li>Seattle citizens vote for the judges.</li> </ul>	<ul style="list-style-type: none"> <li>The City can more closely monitor and control costs and provide the City greater flexibility in scheduling cases, staffing, training and compensation.</li> <li>Through budget oversight, the City can exert influence over the administrative policies and direction of the Court.</li> </ul>	<ul style="list-style-type: none"> <li>The City has increased oversight over revenue collection opportunities and the Court's expenditures.</li> <li>The City can influence the Court's financial procedures such as directing the Court to pursue collections more aggressively.</li> </ul>
<b>Contract with District Court</b>	<ul style="list-style-type: none"> <li>The City government provides oversight through mechanisms established in the contract.</li> <li>Seattle citizens vote for the judges.</li> <li>King County Council appoints judges to vacant positions.</li> </ul>	<ul style="list-style-type: none"> <li>The City and County will require less coordination between Courts and have reduced administration costs.</li> <li>There is not duplication of programs such as court payment and collection efforts, jury management, interpreter functions, and probation departments.</li> </ul>	<ul style="list-style-type: none"> <li>Depending on the intergovernmental agreement negotiated, this arrangement has the potential for reduced costs due to decreases in capital and operating costs.</li> </ul>

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In addition to either operating a fully independent Municipal Court or contracting with the District Court, some municipalities in Washington have worked out individual arrangements. For instance:

- The City of Spokane contracts with Spokane County for five judges and their immediate staff (for example, bailiffs and secretaries), and for court rooms. However, the City provides all other staff and functions.

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- The City of Tacoma's Municipal Court shares the cost of office and court space in the City/County Municipal Building in downtown Tacoma with the Pierce County District Court. The City of Tacoma also contracts with Pierce County for public defender and probation services.

Several cities contract with other cities for court services. Algona contracts with the City of Auburn; La Center and Ridgefield contract with Battleground; Everson contracts with Nooksack; and Carbonado contracts with Buckley.

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### ***Side Effects Need to Be Considered***

A thorough analysis of contracting with the Seattle Division will have to identify and consider all the direct and indirect side effects. This section discusses the side effects we identified in preparing this preliminary analysis.

Contracting with the Seattle Division may produce undesirable or desirable side effects. In the first place, it may increase some costs indirectly related to court operations. For example, if the Seattle Division has less flexible scheduling and more frequent appearance delays, this would increase the amount of police overtime or decrease the amount of time police actually spend on patrol. Contracting out may mean surrendering City priorities to King County priorities, with less responsiveness to local public policy initiatives and local concerns. For example, the City is planning to locate magistrates in neighborhood community centers. If the City were to contract with the Seattle Division for traffic cases, the City would have to either forego this plan or negotiate with the Seattle Division to have the Seattle Division place magistrates in the community.

When Court vacancies occur during a judges' term, the King County Council appoints a judge until an election occurs. Currently, when a vacancy occurs in the Municipal Court, the Mayor appoints the new judge.

Contracting with King County has service advantages too. Having two courts across the street from one another handling similar cases is confusing to the public. By combining the courts, citizens will have a single court of limited jurisdiction with which to deal.



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Contracting with King County may also provide advantages to both the City and King County in preparing for future space needs. As the needs of the Superior Court continue to expand, the Court will likely need more court space. King County and the City may want to consider combining resources to build a new justice center in downtown Seattle to meet the future needs of the City and King County. Also, by consolidating the operations of the Seattle Division and the Municipal Court, future space needs should be less than if both courts operate separately. However, Seattle may be able to obtain these advantages without contracting out the entire Municipal Court function if it can co-locate court facilities with the Seattle Division or share certain court functions.

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***Impact on Diversity***

Contracting with the Seattle Division may affect the ethnic and gender diversity of the judges handling the City's cases while it will not affect the jury pool. Seattle voters elect the judges for the Municipal Court and for the Seattle Division. However, many judges initially obtain their seats through appointment. Currently, the Seattle Division has a larger proportion of non-white and female judges than does the Municipal Court. If the two courts merge, the King County Council (rather than the Mayor) would make the appointments, and this may ultimately influence the extent of diversity among the judges.

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**Creating A Traffic Violations Bureau Should Be Considered**

If the City decides to contract with the Seattle Division, it should evaluate the benefits and costs of setting up a traffic violations bureau to process traffic forfeitures. Many cities, including Bellevue and Bothell, have found it preferential to have a traffic violations bureau handle traffic forfeitures rather than contracting with King County for this service. Cities who maintain traffic violations bureau believe that it gives them more control over the revenue generating aspects of traffic tickets. Addendum 2 provides more information on traffic violations bureaus.

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## Recommendation

The City may be able to reduce its costs if it contracts with the Seattle Division for Municipal Court services. Much, however, will depend on King County's desire to merge the District and Municipal Court functions, its willingness to negotiate reasonable rates, and its willingness to provide the City a meaningful role in providing direction and oversight to the Seattle Division. We recommend that the City create with King County an interdepartmental/ intergovernmental team to determine the costs and benefits of contracting for criminal cases.

Though the City may be able to achieve financial savings by contracting with the Seattle Division, the City must factor other policy considerations, such as local autonomy, into any decision that involves contracting out the Municipal Court's functions. Actual savings would depend on the rates the City obtains from the District Court and on King County's ability to provide low-cost or rent-free space. In negotiating with King County, the City policymakers will need to consider the possibility of large-scale rate increases over time as well as the indirect costs and social effects of losing direct control over court operations.

If the City decides to maintain a fully independent Municipal Court, we recommend that the Municipal Court review the arrangements worked out by Spokane and Tacoma and then work with the Seattle Division to combine functions that are needlessly duplicative. Candidates for combining include court payment and collection efforts, jury management, interpreter functions, and probation departments. Also, the City should explore with King County the possibility of jointly developing a new justice center to meet the growing needs of the Superior Court, the Seattle Division, and Municipal Court.

## **Addendum 1: Methodology For Cost Estimation And Comparison**

We developed our cost estimates as follows:

1. In estimating the costs of contracting, we included not only the fees which the District Court would charge but also the costs that the City currently funds through the Municipal Court and would still have to pay. We did not include in our study the money the City spends through the Department of Finance and the Department of Law for such activities as public defense, prosecution, courtroom use, booking and housing of defendants, bringing prisoners to court, jail release, and probation. In 1993, these costs totaled \$16.6 million.
2. In the absence of an existing fee schedule for the Seattle Division of the District Court, we calculated an estimate for District Court per-case fees for processing criminal cases and traffic infractions. The Seattle Division of the District Court does not currently contract with any city and therefore has not established per-case fees. Other District Court divisions all charge different fees, with each division basing its fees on the costs it incurs. In this study we used the highest per-case fees among the District Court districts. We did not include Aukene Division of the District Court because they currently do not have any contracts with municipalities.
3. We included space costs in our estimates even though most cities currently contracting with the District Court do not have to pay for space because they use space which King County owns. King County may, however, include space costs in its fees, and, according to District Court officials, the District Court will likely charge the City for some, if not all, of the space it will need to take on the Municipal Court's caseload.
4. We assumed that revenue collection would be the same regardless of whether the Municipal Court or the District Court processes the cases. When a city contracts with the District Court, the District Court collects the fees and fines which the City has established for each violation and passes the entire amount on to the city.
5. We assumed that if the City contracted with the District Court, the District Court would use the District Court Information System to manage the City's cases. We also assumed that the Municipal Court would continue to use its own Municipal Court Information System if it continued to process cases.

## **Addendum 2: Background Information on Creating A Traffic Violations Bureau**

(Excerpted from the Municipal Court Feasibility Study: City of Federal Way.)

The primary purpose of a Traffic Violations Bureau is to expedite the handling of traffic cases which do not require any judicial involvement; thereby freeing the court to process only contested cases and those which are serious enough to require a defendant's appearance in court. While a Violations Bureau is under the supervision of the district court and may be physically located nearby, its operation is separate and distinct from the court.

### **Authority for Creation of Violations Bureau**

Any Municipal or District Court may establish a Violations Bureau to assist the court in processing traffic cases. A city or county may establish a bureau under RCW 3.30.090, or cities with a Municipal Court organized under Chapter 3.50 RCW may establish a bureau under the provisions of RCW 3.50.030.

### **Authority and Jurisdiction of Violations Bureaus**

The supervising court designates those traffic law violations which may be processed by the Violations Bureau under the provisions of RCW 3.30.090 or RCW 3.50.030 as appropriate. In the case of bureaus organized under RCW 3.30.090, the offenses must be designated in a written order of the court. Any criminal traffic offense or traffic infraction may be processed by a Violations Bureau, subject to the general limitations of the bureau's authority.

A Violations Bureau organized under RCW 3.50.030 may process only violations of municipal ordinances, not violations of state law. A Violations Bureau may be authorized to receive the posting of bail for specified offenses and, as authorized by the court order, to accept forfeiture of bail and payment of monetary penalties. The authorizing court order shall specify the amount of bail to be posted and also shall specify the circumstances or conditions which will require an appearance before the court.

### **Violations Bureau General Procedures**

Complaints or notices of infraction which involve a traffic law violation within a Violations Bureau's jurisdiction are filed directly with the Violations Bureau. The defendant's copy of the complaint or notice advises the defendant to respond directly to the bureau. If a defendant's response to a traffic infraction requires judicial action, e.g., a contested or mitigation hearing, the case will be transferred to the appropriate court for further proceeding in accordance with the defendant's response. If the defendant responds to a notice of traffic infraction by paying the monetary penalty, the case ends with the receipt of money by the Violations Bureau.

Procedures in criminal cases vary depending upon whether the violation involved may be disposed of by forfeiting bail or requires the defendant to appear in court. If the charge

requires the defendant to appear in court, the defendant, when responding to the complaint, will be required to post bail if it is deemed necessary to ensure the defendant's subsequent appearance. A receipt for the bail amount is issued by the bureau.

Defendants responding to charges which do not require a court appearance must decide whether to dispose of the case by forfeiting the prescribed amount of bail or whether to plead not guilty and receive a trial. In either case, the defendant deposits the prescribed amount of bail with the traffic violations bureau and is issued a receipt which advises the defendant that the amount posted is forfeitable, and the legal consequences of forfeiting bail are equivalent to a conviction for the offense.

The Violations Bureau forwards all receipts issued for bail posted to the court on a daily basis. Such cases may be terminated when the Violations Bureau notifies the court that the defendant has forfeited bail. If the defendant chooses to request a trial and contacts the Violations Bureau, the bureau will direct the defendant to the supervising court where the time and date of the trial will be set.

### **Distribution of Receipts by Violations Bureau**

Bail amounts posted for offenses for which the bureau is not authorized to accept a forfeiture of bail, i.e., charges for which a court appearance is mandatory, are forwarded to the court on a daily basis. Copies of all receipts issued for bail posted are forwarded to the court daily as well. Forfeitures and penalties for violations of municipal ordinances are placed in the City's general fund or any other fund designated by law. Amounts paid to a Violations Bureau for a violation of county or state law are to be remitted at least monthly to the county treasurer for deposit in the county current expense fund.

### **Reporting Case Dispositions by Violations Bureaus**

Traffic infractions which are disposed of by Violations Bureaus must be reported to the State Department of Licensing within 30 days for purposes of updating drivers license records.

### **Addendum 3: Washington District Court Weighted Caseload Study (Weight By Type of Case)**

The Washington District Court Weighted Caseload Study was prepared by a committee including members from the Office of the Administrator for the Courts, the District Court Administrators, and district and municipal court judges including a judge from the Seattle Municipal Court and the Seattle Division of the King County District Court. The purpose of the study was to develop a methodology to assess the judicial resource needs of individual courts. The central feature of a weighted caseload system is the recognition that the amount of judicial time required to dispose of court cases varies according to the type of case. For example, the disposition of a serious criminal offense involves more judicial time than does a mitigation hearing for a traffic infraction case. By measuring the total judicial time expended on a sample of cases from each caseload category, “weights” can be computed that depict the average judicial time (in minutes) necessary to dispose of each case type. The filing weights developed by the committee, shown below, reflect the average amount of judicial time needed to process each type of case.

Type of Case	Weight
Traffic	1.73
Non-Traffic Infraction	0.86
DWI	35.27
Other Criminal Traffic	12.41
Non-Traffic Criminal	15.69
Parking	0.27
Civil Protection	8.31
Civil	8.91
Small Claim	7
Felony	7

## **Addendum 4: Response from the Department of Law**